

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS**

HOUSTON DIVISION

CASE NO.: 4:16-cv-2719

FRANK NEAL AND JOSEPH BONNER,

Plaintiffs,

vs.

TEMCOm INC.

Defendant.

COMPLAINT

{Jury Trial Demanded}

Plaintiffs, FRANK NEAL AND JOSEPH BONNER, through counsel, sue Defendant, TEMCO, INC. and alleges the following:

1. This is an action for unpaid overtime brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, Et. Seq.
2. Plaintiffs reside in Texas and are former employees of Defendant.
3. Defendant, TEMCO, INC is a domestic corporation, registered with the State of Texas and conducting business within this judicial district.
4. At all times material hereto, Defendant TEMCO, INC was engaged in commerce in the area of providing full-service equipment operations to its customers in the oil field. In furtherance of said business, Defendant’s employees handled, sold, or otherwise worked on goods or materials and handled tools and equipment that have been moved in or produced for such commerce.

5. At all times material hereto, Defendant TEMCO, INC. was the “Employer” of Plaintiffs as that term is defined under statutes referenced herein and was “Enterprise” as it along with its employees was engaged in interstate commerce as described above and has annual gross sales and/or business volume of \$500,000 or more.
6. In justifiable reliance upon Defendant’s representations and promises, Plaintiff FRANK NEAL accepted employment and began working for Defendant as a non-exempt field supervisor.
7. In justifiable reliance upon Defendant’s representations and promises, Plaintiff JOSEPH BONNER accepted employment and began working for Defendant as a non-exempt laborer.
8. Defendant employed Plaintiff JOSEPH BONNER from approximately June of 2015 to on or about February 15, 2016 and would compensate him a flat \$100 per day, regardless of hours worked.
9. Defendant employed Plaintiff FRANK NEAL from approximately April of 2015 to on or about July of 2015 and would compensate him a flat \$120 per day, regardless of hours worked
10. Defendant knowingly and willfully refused to tender payment of wages owed to Plaintiffs.
11. Plaintiffs have complied with all conditions precedent to bringing this suit, or same have been waived or abandoned.
12. Plaintiffs have retained the services of the undersigned and re obligated to pay for the legal services provided.

COUNT I
VIOLATION OF FAIR LABOR STANDARDS ACT ("FLSA")
(ALL DEFENDANTS)

13. Plaintiffs incorporate all allegations contained in the preceding paragraphs.
14. Plaintiffs allege this action pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 216 (b), that Plaintiffs are entitled to: (i) overtime pay, and (ii) liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq.
15. Plaintiffs seek recovery of damages as referenced above and further seeks costs, and attorney's fees pursuant to 29 U.S.C. § 216(b).

WHEREFORE, Plaintiffs demand judgment against the Defendant plus costs, reasonable attorney's fees, and such other remedy as the court deems just and appropriate.

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Respectfully submitted,

GOLDBERG & LOREN, PA

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